

A. G. Contract No. KR88--1842-TRD
ECS File: JPA-88-50
Project: H 2328 01C
Section: Bell Road Bridge @
New River

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PEORIA

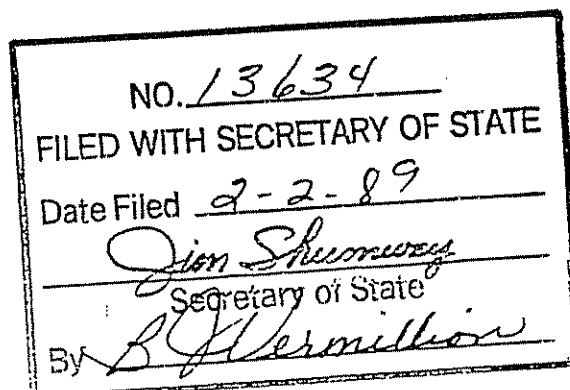
THIS AGREEMENT is entered into 2 FEBRUARY, 1988⁹, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PEORIA, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Article I, Section 3, number 15, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City is developing plans to widen the Bell Road bridge over New River (the "project") so as to accommodate the County's proposed Bell Road Expressway project including sufficient width to match Bell Road construction at the State's Outer Loop Interchange.



4. The purpose of this agreement is to establish the responsibilities of the City and State in funding, designing, constructing and maintaining the widened bridge.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The City shall, according to City and County standards and procedures, develop plans for the widening of the existing Bell Road bridge over New River to a minimum of 107 feet in width.

a. The City shall furnish to the State initial, preliminary and final plans for review and concurrence with the construction phasing, traffic control and connection to the Outer Loop construction.

b. Subsequent to the State's concurrence with the final project plans, and subject to City's sale of bonds necessary to pay its share of the project contemplated by this agreement the City shall exercise its best efforts to cause the County to advertise for bids, award and administer a contract for construction of the project.

2. Subject to paragraph 1 b above, the State shall contribute fifty percent of the design and construction costs of the bridge, including foundation work, bank protection and contingencies, but not to exceed a total of \$353,000, provided however, if the State's review provided in Paragraph 1 b above results in any changes to the contemplated project from that set forth in the final project plan involving an estimate of \$1,000,000.00, the City shall have the option of either proceeding with the project or terminating the project unless the State shall pay such additional sum which may be required in addition to its minimum contribution of \$353,000.00 here and above provided.

a. Upon County's award of a construction contract for the project, the State shall deposit fifty percent of the selected low bidder's construction estimate with the City, not to exceed \$353,000.

b. Subject to paragraph 1 b above, the City shall, upon completion of construction, submit to State a full accounting of design and construction costs for the project, together with a bill for additional costs due, if any, up to \$353,000. The State shall remit payment of any additional costs due within sixty days of receipt of the bill.

3. The State shall retain maintenance responsibilities for those roadway facilities located within State highway rights of way. The City shall be responsible for maintaining the new bridge and related facilities.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of the construction contract, upon thirty (30) days written notice to the other party. The State shall pay its respective share of any expenses and costs incurred for which it might be responsible prior to the date of such termination.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City Engineer
City of Peoria
8355 W. Peoria Avenue
Peoria, AZ 85345

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PEORIA

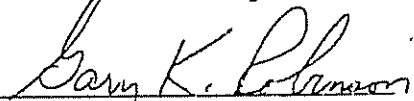
STATE OF ARIZONA

Department of Transportation

By


Title City Manager

By


GARY K. ROBINSON
Chief Deputy State Engineer

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09JAN



CERTIFICATION OF RECORDING OFFICER

I, Richard Gomez, the duly appointed, qualified and acting City Clerk of the City of Peoria, Arizona, do hereby certify that the following extract from the minutes of the Regular Meeting of the Mayor and Council of the City of Peoria, Arizona, held on January 10, 1989 is a true and correct extract from the original minutes of such meeting on file and of record insofar as they relate to the matters set forth.

"CC-2230

Bell Road/New River Bridge

The City Attorney informed the Council that ADOT approved the Council ordered amendments to the proposed intergovernmental agreement, wherein the City of Peoria will participate with the bridge widening costs, subject to voter approval of a future bond issue. Thereafter, Councilman Saunders moved to approve and authorize the proposed agreement with ADOT. Motion seconded by Vice Mayor Osuna and carried unanimously."

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said City of Peoria, Arizona, this 19th day of January, 1989.


City Clerk

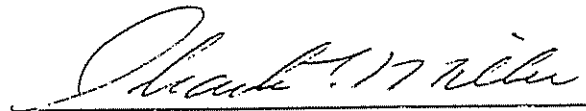
(SEAL)

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RESOLUTION

BE IT RESOLVED on this _____ day of _____, 1988, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, enter into an agreement with the City of Peoria for widening the Bell Road bridge over New River, including sufficient width to match Bell Road construction at the Outer Loop Freeway.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

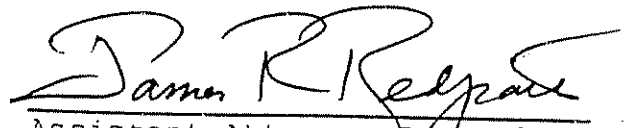
DETERMINATION

A. G. Contract No. AR88-1842-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of February, 1989.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division